

Merchantville, NJ January 13, 2020

A regular meeting of Borough Council was held at 7:30 PM, Monday, January 13, 2020. Mayor Ted Brennan presided. Pledge of Allegiance and Silent Prayer for Mayor Rick Taylor passing were observed. Announcement was made that the meeting had been advertised in accordance with the regulations prescribed by the "Open Public Meetings Act".

#### **ROLL CALL:**

Council Present: Sean Fitzgerald, Maria Nina Scarpa, Dan Sperrazza, Raymond Woods, and Edward Brennan. Attorney Timothy Higgins, CFO Denise Moules and Clerk Denise Brouse were present.

#### **PUBLIC - None**

#### **ENGINEER REPORT**

- Follow up concept plan provided to Mayor. Cost estimate will distribute. Public Meeting for 1/27/20, provide a possible 2<sup>nd</sup> option.
- On agenda and possible survey? 20 year and over 20 year cost.
- Road program for February bid funding is limited and therefore it can cost more to replace curb and sidewalk by resident.
- Notice to Glenwood for January 27 meeting and Borough Hall.

#### **CORRESPONDENCE**

#### **COUNCIL REPORTS**

Mr. Sperrazza – December – workflow manage curb line leaves and branches. Debris days ended. Trash truck out of commission. Gold Medal will be paid a portion. West Walnut complaint and will fill potholes.

Mr. Fitzgerald – The fire department had 240 calls. No public events or OEM meeting yet. PEMA meeting. Met with West End business owners tonight to work out parking issues.

Ms. Scarpa – Court 4% more in 2019. Licensing/Records – met with another town still trying to come up with ideas. Shade Tree Commission – Proactive on informing public about tree protocol. Letter is given to Tom and Jason regarding same. Working with certified tree experts and getting information. Working on tree plan and plaques.

Mr. Woods – will be meeting with Land Use Board and ??

Ms. Moules – will distribute time frame for budget meeting.

#### **CLERK'S REPORT**

#### **OLD BUSINESS**

- Downtown Redevelopment Area - Meet next week. Plan ideas was provided.
- Glenwood Avenue Pump Project - Document was sent to Mayor and will be provided.

#### **NEW BUSINESS**

- Shade Tree Commission Mediation Result – Shade Tree discussion took property owner to mediation for it being done without permission from Shade Tree. Received remediation and stump was ground. Shade Tree should be able to protect shade trees. Report was provided regarding procedures.
- 2020 Volunteer Appreciation Event – Volunteer of the Year will provide dates in February.

On the motion of Mr. Sperrazza and second of Mr. Fitzgerald, Council approved the following:

- APPROVE Volunteer Firefighter Michael McKinsey

- APPROVE Volunteer Junior Firefighter Christopher Patti

## Year End Report Taxes and Sewer

**RESOLUTIONS to be read by consent agenda:** On the motion of Mr. Sperrazza and second of Mr. Fitzgerald, Council approved the following resolutions:

### R20-19

#### **A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE TOWNSHIP OF PENNSAUKEN RELATIVE TO THE SERVICES OF A FIRE SUB-CODE OFFICIAL BY AND FOR THE BOROUGH OF MERCHANTVILLE**

**THIS DOCUMENT** constitutes an Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Township of Pennsauken, a body politic and corporate of the State of New Jersey with offices located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110 (Pennsauken). The date of the execution of this Agreement is the 13<sup>th</sup> day of January 2020.

## WITNESSETH

**WHEREAS**, the Borough of Merchantville (hereinafter “Merchantville”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Township of Pennsauken (hereinafter “Pennsauken”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Township of Pennsauken has in its employ a certain individual known as Gary R. Burgin who has been appointed by Pennsauken as the Fire Sub-Code Official for the Township of Pennsauken; and

**WHEREAS**, Burgin is a licensed Fire Sub-Code Official in the State of New Jersey pursuant to N.J.S.A. 52:27D-119 (“Fire Sub-Code”) and the regulations promulgated thereunder (“Regulations”) ; and

**WHEREAS**, Pennsauken has agreed to permit Burgin to act as the Fire Sub-Code Official in the Borough of Merchantville in addition to the duties assigned by Pennsauken to Burgin as an employee of Pennsauken; and

**WHEREAS**, Merchantville has agreed to pay Pennsauken the sum of Two Thousand, Four Dollars (\$2,400.00) per year for thirty-six (36) months commencing January 13, 2020 and terminating on December 31, 2022, to be paid in accordance with the payment schedule set forth below; and

**WHEREAS**, Merchantville and Pennsauken intend by virtue of this document to set forth the terms and conditions of this Agreement; and

**WHEREAS**, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Councils, attached hereto and made a part of this Agreement; and

**NOW, THEREFORE, AND IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

**1. TERM**

This Agreement shall be for a period of for thirty six (36) months commencing January 13, 2020 and terminating on December 31, 2022, shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

**2. FIRE SUB-CODE OFFICIAL**

Burgin shall perform all of the duties of the Fire Sub-Code Official in the Boroughs of Merchantville and Pennsauken, who shall provide to Burgin a suitable office and equipment necessary to perform said task. Burgin shall advise Merchantville and Pennsauken, respectively, of the days and hours that he will serve in Merchantville and Pennsauken, respectively, in order to complete all duties required of a Fire Sub-Code Official during the term of this engagement.

**3. ALLOCATION OF PAYMENTS**

Merchantville shall pay to Pennsauken the sum of Two Thousand, Four Hundred Dollars (\$2,400.00) by payment of four quarters per year. This figure is inclusive of all costs which are related to this Agreement.

**4. EMPLOYMENT STATUS**

It is acknowledged by Merchantville, Pennsauken and Burgin that Burgin shall not be an employee of Merchantville, but in fact shall be an employee of Pennsauken and any payments made hereunder by Merchantville to Pennsauken shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

Merchantville and Pennsauken herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Burgin during the term of this Agreement. The parties, at their option, shall either replace Burgin immediately with a licensed Fire Sub-Code Official in the State of New Jersey acceptable to all parties or any or all of the parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

**5. AUDIT**

Pursuant to the Single Audit Act of 1984, Pennsauken agrees to permit Merchantville and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

**6. INDEMNIFICATION**

Merchantville shall indemnify, hold harmless and defend Pennsauken, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

Pennsauken shall indemnify, hold harmless and defend Merchantville, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

**7. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Township of Pennsauken to the Township Clerk, Township of Pennsauken, 5605 North Crescent

Boulevard, Pennsauken, New Jersey 08110; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

#### **8. MISCELLANEOUS**

The following provisions shall apply to this Agreement:

- A. Construction of this Agreement** - The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.
- B. Amendments** - This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.
- C. Headings** - This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.
- D. Invalid Clause** - The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.
- E. Entire Agreement** - This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.
- F. Assignability** - This Agreement and all rights, duties and obligations contained herein may not be assigned without Pennsauken's prior written permission.
- G. Funding** - In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.
- H. Waiver** - It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

**IN WITNESS WHEREOF**, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement on behalf of the Township of Pennsauken.

THE TOWNSHIP OF PENNSAUKEN

BY: \_\_\_\_\_  
 , Township Administrator

ATTEST:

\_\_\_\_\_  
 , Township Clerk

**WHEREOF**, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement on behalf of the Borough of Merchantville.

**IN WITNESS**

**R20-20**

**R20-21**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A  
SHARED SERVICE AGREEMENT WITH THE BOROUGH OF MERCHANTVILLE  
COUNTY OF CAMDEN, NEW JERSEY FOR THE PURCHASE OF "BRINE SOLUTION"**

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF  
CAMDEN AND STATE OF NEW JERSEY AUTHORIZING A SHARED  
SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF**

**WHEREAS.** The Township Council of the Township of Gloucester has determined that entering into a shared services agreement with the Borough of Merchantville to provide Brine Solution can significantly decrease cost incurred by the Township of Gloucester and the Borough of Merchantville and continue and or increase and improve services to both Township and Borough residents, and

**MERCHANTVILLE AND THE TOWNSHIP OF PENNSAUKEN RELATIVE TO  
THE PROVIDING OF EMERGENCY MEDICAL SERVICES TO THE  
BOROUGH OF MERCHANTVILLE**

**WHEREAS,** the Township of Pennsauken (hereinafter "Pennsauken") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS,** the Borough of Merchantville (hereinafter "Merchantville") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS,** the Township of Pennsauken has within its Department of Public Safety a full time, fully staffed Emergency Medical Services (EMS), which provides certain emergency medical services to the residents of the Township of Pennsauken; and

**WHEREAS,** Pennsauken has agreed to permit its Emergency Medical Services (EMS) to provide the same emergency medical services to the residents of the Borough of Merchantville as it provides to the residents of the Township of Pennsauken, for the period of time commencing January 1, 2020 through December 31, 2024; and

**WHEREAS,** Merchantville has agreed to pay Pennsauken the sum of Five Thousand, Seven Hundred, Thirty-one Dollars and Fifty Cents (\$5,731.50) per annum during the pendency of this Agreement, to be paid in accordance with the payment schedule as set forth in the Shared Services Agreement, attached hereto as Exhibit "A," and

**WHEREAS,** Merchantville and Pennsauken intend by virtue of this document to set forth the terms and conditions of this Agreement; and

**WHEREAS,** the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Governing Bodies, attached hereto and made a part of this Agreement; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Borough Council of the Borough of Merchantville, County of Camden, State of New Jersey, that Edward F. Brennan, Mayor of the Borough of Merchantville and Denise Brouse, Borough Clerk of the Borough of Merchantville, be and hereby are authorized to execute the Shared Services Agreement, attached hereto as Exhibit "A," for Emergency Medical Services (EMS) to be provided to the residents of the Borough of Merchantville by the Township of Pennsauken, as the Township of Pennsauken provides to the residents of the Township of Pennsauken, for the period of time commencing January 1, 2020 through December 31, 2024, on behalf of the Borough of Merchantville.

**FINANCIAL REPORTS – PAYMENT OF BILLS R20-22**

On the motion of Mr. Sperrazza and second of Mr. Fitzgerald:

**WHEREAS.** The Governing Body of the Borough of Merchantville is in agreement with entering into a shared services agreement for the purchase of Brine Solution.

**NOW THEREFORE, BE IT RESOLVED,** by the Borough Council that the Township of Gloucester is hereby authorized to enter into a municipal shared services agreement with the Borough of Merchantville to provide “Brine Solution”.

**BE IT FURTHER RESOLVED,** that the municipal shared services agreement shall be prepared for an initial term of one year and for consideration to be paid by the Borough of Merchantville to the Township of Gloucester in the amount provided therein.

**R20-22  
RESOLUTION**

**RESOLVED** that the Report of the Department of Accounts and Auditing be accepted and spread upon the minutes and the Treasurer be is hereby authorized to pay bill approved therein.

<b>CURRENT FUND</b>		<b>REVENUE</b>	<b>BUDGET</b>
CHECKS CURRENT FUND	2019 BUDGET	\$ -	\$ 90,730.28
	2020 BUDGET	\$ 200.00	\$ 100,298.22
	GRANTS		\$ 2,183.28
	PFRS		
	PERS		
	DEBT SERVICE		\$ 41,032.79
	BOARD OF		
	EDUCATION*		
	MEDICAL DEDUCTIBLE		
	CAMDEN COUNTY		

WIRE TRANSFERS			\$
PAYROLL	12/20/19-1/3/19		137,432.12
			\$
WIRES / MANUAL CHECKS			97,877.30
		\$	\$
TOTAL CURRENT		200.00	469,553.99
<b>SEWER UTILITY</b>			
CHECKS SEWER FUND	2020 BUDGET		\$
	2019 BUDGET		103,827.95
	DEBT SERVICE	\$	-
WIRE TRANSFERS			
PAYROLL	12/20/19-1/3/19		\$2,946.92
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
		\$	-
TOTAL SEWER			106,774.87
<b>GENERAL CAPITAL FUND</b>			
CHECK CAPITAL FUND		\$	32,691.96
			\$
MANUAL CHECK			17,970.00
WIRE TRANSFERS			
PAYROLL	12/20/19-1/3/19		
		\$	-
TOTAL CAPITAL			50,661.96
<b>TRUST FUND</b>			
CHECK TRUST OTHER			\$
FUND			1,751.32
REDEVELOPER TRUST			
WIRE TRANSFERS			
PAYROLL	12/20/19-1/3/19		\$5,146.78
WIRES / MANUAL CHECKS			42,000.00
		\$	-
TOTAL TRUST			6,898.10
<b>SEWER CAPITAL FUND</b>			
CHECK SEWER CAPITAL			
MANUAL CHECKS			
WIRE TRANSFERS			
PAYROLL			
TOTAL SEWER CAPITAL		\$	-
		\$	-
<b>ANIMAL TRUST FUND</b>			
ANIMAL TRUST CHECK		\$	747.00
		\$	-
TOTAL ANIMAL TRUST			747.00

	\$	\$
<b>TOTAL BILL LIST &amp; MANUAL CHECKS/WIRE</b>	200.00	634,635.92
	<b>GRAND</b>	
	<b>TOTAL</b>	<b>\$ 634,835.92</b>

DIRECTOR OF ACCOUNTS & AUDITING

13-Jan-20

\_\_\_\_\_  
ANTHONY PERNO

**ANNOUNCEMENTS:** Meetings with Council and Mayor. Merry Christmas!

**PRIVATE SESSION – R20-23**

On the motion of Mr. Sperrazza and second of Mr. Fitzgerald, Council approved the following:

**R20-23**

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
COUNTY OF CAMDEN AND STATE OF NEW JERSEY  
AUTHORIZING A PRIVATE SESSION OF COUNCIL**

\_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS,** Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975 permits the exclusion of the public from a meeting in certain circumstances; and

**WHEREAS,** this public body is of the opinion that such circumstances presently exist;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, as follows:

1. The public shall be excluded from discussion of and action upon the hereinafter specified subject matters.
2. The general nature of the subject matter to be discussed is as follows:

**Matters of Personnel**

3. It is anticipated at this time that the above stated subject matter shall be made public.
4. This Resolution shall take effect immediately.

Seconded by \_\_\_\_\_ and adopted on roll call by the following vote:



	Yes	No	Abstain	Absent
Mr. Fitzgerald	( )	( )	( )	( )
Mr. McLoone	( )	( )	( )	( )
Mr. Perno	( )	( )	( )	( )
Ms. Scarpa	( )	( )	( )	( )
Mr. Sperrazza	( )	( )	( )	( )
Mr. Woods	( )	( )	( )	( )

Dated: **January 13, 2020**

**ADJOURNMENT:** On the motion of Mr. Sperrazza and second of Mr. Woods the meeting was adjourned at 9:10 P.M.

**ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED  
OFFICIAL ACTION MAY BE TAKEN AT THIS MEETING  
AGENDA IS SUBJECT TO CHANGE**

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**Denise Brouse, Borough Clerk**